



# SOLIHULL

## Terms and Conditions

**What these terms cover.** These are the terms and conditions on which we provide the Services (as defined below).

**Why you should read them.** Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide the Services.

In these terms you will see some parts written in bold, or that are otherwise highlighted to make them stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of the Services.

If anything in these terms is unclear or you would like to have further explained to you, then please contact the Admissions Office to discuss.

### 1. **Definitions**

- (a) *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions some words and phrases have particular meanings, and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"**child**" means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over;

"**The Parental Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is also available from the School at any time upon request;

"**contract**" has the meaning given in Clause 1(c) below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in the Schedule of Fees);

**“Education Services”** means the School’s provision of classes and lessons to your child;

**"fees"** means the termly and annual fees plus any and all Specified Charges, being the total amount payable by you to the School for the Services each term;

**“fees in lieu of notice”** means a term’s School Fees plus any non-optional Specified Charges, calculated in accordance with (as applicable) Clause 3(c) or Clause 5(a). Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;

**“FIA Terms and Conditions”** means the supplemental terms and conditions relating to the School’s fees in advance scheme;

**"Headmaster"** means the person appointed by the Governors of the School from time to time to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated;

**"Schedule of Fees"** means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request;

**"School Policies"** means the School policies and procedures which set out our expectations concerning the conduct and behaviour of our pupils and parents as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School and all of its activities. Please refer to the policies listed on the School website;

**“Services”** means all the services to be provided by the School on the terms and subject to the conditions of this contract, including Education Services (which are covered by the School Fees) and any other services (which are covered by a Specified Charge);

**“School Fees”** means the termly fees for the provision of Education Services, as set out in the Schedule of Fees;

**“Specified Charges”** means the charges for each Service excluding Education Services, as set out in the Schedule of Fees;

**"term"** means a term of the School as notified to parents from time to time;

**"a term's notice"** means written notice given not later than the first day of the term before the term to which the notice relates;

**"terms and conditions"** means these terms and conditions as may be amended from time to time;

**"we"** or the **"School"** means the legal entity carrying on as the School as identified in Clause 1(b) below; and

**"you"** or the **"parents"** means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions, we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"**. When we do use these words, it

means that the examples that are given are not exclusive or limiting examples of the matter in question.

- (b) Who we are. We are Solihull School, a company registered in England and Wales. Our company registration number is 6337650 and our registered office is at 793 Warwick Road, Solihull, West Midlands B91 3DJ. Our registered VAT number is 113071817.
- (c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **FIA Terms and Conditions**, the **School Policies** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

## 2. **Acceptance and Deposit**

- (a) How you accept our offer of a place. An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.
- (b) The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up a place at the School.**
- (c) How we use the deposit. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of School Fees due to the School on your child's leaving.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

## 3. **Withdrawing your acceptance of a place before your child joins the School**

- (a) Notice to withdraw your acceptance of a place before your child joins the School. **If you wish to withdraw your acceptance of a place AFTER submitting the Acceptance Form and paying the deposit but BEFORE your child starts at the School, you must either give us written notice to that effect or pay to the School a term's fees in lieu of notice.** This means that if, for example, your child is due to start at the School in September (at the start of an academic year), then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year) or pay the fees in lieu referred to above. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the School, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with Clause 2(a)) or pay fees in lieu of notice.
- (b) If we receive a term's notice. If you provide a term's notice in accordance with Clause 3(a), no fees in lieu of notice will be payable, but as you have not taken up your child's place at the School, you will forfeit the deposit.

- (c) *If we do not receive that period of notice.* **If you do not provide us with notice in accordance with Clause 3(a) (or if no notice is provided at all) fees in lieu of notice will be payable by you and shall become due and owing to the School upon demand as a debt.** The fees in lieu of notice will be charged at the rate applicable for the term when your child was due to start. The School will apply the deposit you have paid (without interest or any entitlement to repayment under Clause 2(b) above) as payment of the fees in lieu you will owe us.

#### 4. **School Fees, Specified Charges and Payment**

- (a) *What the fees include.* Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services.
- (b) *What the fees do not include: Specified charges.* The Specified Charges are payable in respect of each Service excluding Education Services. Some Specified Charges are optional. Please see the Schedule of Fees for further information. By way of example, any co-curricular activities (such as private music lessons and some trips and visits) in which you agree in advance your child may participate will be additional to items met by the School Fees and charged for accordingly. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as additional to the School Fees. Another example could include charges related to damage caused to school property either as a result of negligence or wilful act by you or your child.
- (c) *VAT and applicable taxes.* Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).
- (i) You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
- (ii) If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with your responsibility to pay the School Fees and Specified Charges.

- (d) *Who is responsible for ensuring payment.* **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the Fees are paid to the School. This is because our contract applies to both of you together and each of you on your own.** Each of you remains liable to the School for all of the Fees due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the Fees owing to the School are paid. In practice this means that if Fees have not been paid then the School, in its discretion, can seek payment of the full amount outstanding from either or both of you. The only exceptions to this are set out in Clause 4(e) below.

- (e) How can one person remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A parent may be removed from their payment responsibility under this contract, but that parent **must** have obtained the prior written consent of **both** the School **and** the other parent who has signed the Acceptance Form before submitting such notice. Separately, the School may agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless we agree otherwise in writing.
- (f) How scholarships and bursary awards are treated. If your child has been awarded a scholarship and/or a bursary, your responsibility will be to pay for the amount of Fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Headmaster, your child's attendance, progress, effort, participation in a scholar's programme and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you) no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Headmaster that an award may be amended or withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you.
- (g) How the fees are charged and payment requirements. The School Fees are divided into three equal parts and charged termly, regardless of the length of any term. **Each term's School Fees fall due for payment by you on or before the first day of that term.** Each term's School Fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4(e) above). **We may not allow your child to attend the School if you do not pay the School Fees on time.**
- (h) Payment of Specified Charges. All Specified Charges for each term (and for other unpaid Specified Charges that were agreed during the previous term) will be itemised separately and included on the School's invoice for the School Fees. **All such Specified Charges must be paid in full on or before the first day of the next term.**

**PLEASE READ THIS NEXT SECTION CAREFULLY-** *it sets out what rights we have, and what action the School may take, if the Fees are not paid in accordance with these terms and conditions.*

- (i) Consequences of non-payment or late payment. If you do not make payment to the School by the due date for payment, we may:
- (i) **refuse to allow your child to attend the School, sit public examination(s) or withhold any references while the School Fees remain unpaid or there is a repeated or persistent failure by you to pay the School Fees on time.** This applies in addition to our right to terminate this contract under Clause 14.
  - (ii) refuse to allow your child to participate in or receive the relevant Service while the Specified Charge remains unpaid.
  - (iii) charge interest to you on the overdue amount at the rate of 2 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court

judgment against you. You must pay the School the interest together with the overdue amount.

- (iv) charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs, i.e. costs that would be allowable by the courts if judgment was made in the School's favour) and/or
- (v) inform any other school or educational establishment to which you propose to send your child of any non-payment or late payment.

**PLEASE READ THIS NEXT SECTION CAREFULLY-** it sets our right to increase the School Fees during the course of your child's time at the School.

- (j) Our ability to increase the School Fees and Specified Charges. We will review our School Fees and Specified Charges during the course of your child's education and may increase them. We will give you notice of any such increase not later than the final day of the preceding term.
- (k) Fees will not normally be reduced due to your child's absence or the School's closure. Fees will not normally be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing Educational Services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of Fees will be made in respect of such periods spent at home. Some Specified Charges may be reduced.
- (l) Information on your identity and the source of funds. From time to time, we may ask you to provide us with information that we consider to be necessary, so that we can verify:
  - (i) your identity;
  - (ii) your child's identity;
  - (iii) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
  - (iv) your child's right to enter, live and study in the United Kingdom; and the legitimate source of funds you are using to pay the Fees.
  - (v) Information provided to us as part of, or in connection with, an application for (or our grant of a bursary and/or scholarship award.
  - (vi) You must provide the School with the information and documentation we ask for.
- (m) How School Fees are discharged under our 'Fees in Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e. where you have prepaid all or part of the School Fee due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms and Conditions and the total amounts due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the School Fees, Specified Charges and other amounts due and the difference will be payable in accordance with the terms of this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY-** *it sets out what period of notice we require from you if you wish to withdraw your child from the School or remove them from participating in or receiving a Service for which there is a Specified Charge.*

## 5. **Notice Requirements**

- (a) **Notice to withdraw your child from the School.** **If you wish to withdraw your child from the School (other than at the normal leaving date, which is at the end of National Curriculum Year 13), you must either give us a term's notice or pay to the School fees in lieu of notice.** Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e. the final term of the preceding academic year) *or* pay the fees in lieu (at the rate applicable for the autumn term). The School will apply the deposit you have paid (without any entitlement of repayment under Clause 3(b)) as payment of any such fees in lieu of notice.
- (b) **When the relevant amount of fees in lieu of notice must be paid.** In cases under Clause 5(a) above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.
- (c) **Notice to withdraw your child from participating in or receiving a Service covered by a Specified Charge.** If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge, which is optional, you must either give a half-term's notice to that effect or shall pay to the School as a debt a half-term's Specified Charges for the relevant Service in which your child has ceased to participate or receive.
- (d) **Withdrawal part-way through a term does not reduce the amount you owe to the School.** The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of Fees due, or to obtain a refund of Fees, by withdrawing your child or by your child's ceasing to participate in or receive a Service part-way through a term.

## 6. **School Policies**

- (a) **Your child must comply with the School Policies.** It is a condition of remaining at the School that you and your child comply with the School Policies. In particular, you must ensure that your child attends School in accordance with our Attendance Policy, attends punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue from time to time.
- (b) **We may undertake drugs and alcohol testing of your child.** The School may undertake drug and alcohol testing of pupils in accordance with its Policy on Smoking, Nicotine, Alcohol and the Misuse of Drugs and Substances. The Policy on Smoking, Nicotine, Alcohol and the Misuse of Drugs and Substances has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.
- (c) **Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media.** The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging

communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Policies or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities, safeguarding your child's health, safety and wellbeing or other legitimate purposes or good practice requirements.

## 7. Exclusion

- (a) The Headmaster's or in his absence, a delegate thereof, discretion to temporarily or permanently exclude your child from the School. The Headmaster or a delegate thereof, may in his/her discretion temporarily or permanently exclude your child from the School if he or she considers that your child's or your behaviour or conduct (or the behaviour or conduct of one of you), including behaviour or conduct outside School or online, is unsatisfactory; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract or because we have a legal right to end the contract. The School Policies set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Headmaster, or delegate thereof, may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- (b) What happens if your child is excluded from the School. Should the Headmaster or his delegate exercise his/her right under Clause 7(a) above, you will not be entitled to any refund or remission of Fees due (whether paid or payable). Also, where your child is permanently excluded from the School the deposit will be forfeited and retained by the School. If your child is permanently excluded from the School, fees in lieu of notice will **not** be payable and any Fees that have been prepaid for the period after the exclusion will be refunded.
- (c) Impact of exclusion on this contract. This contract will terminate with immediate effect if you child is excluded, and the School will stop providing the Services.
- (d) Your right to request a review of a decision to permanently exclude. You are entitled to request a review of a decision to permanently exclude your child from the School. Any such review shall be governed by the review procedure set out in the Exclusion Policy.

## 8. The School's Obligations

- (a) The period of your child's schooling. Subject to these terms and conditions, the School will provide the Services and accept your child as a pupil of the School from the time of joining the School until the end of his or her schooling. However, the School shall not be obliged to permit your child to enter the junior school from the infant school and/or the lower school from the junior school unless satisfied that it is appropriate to do so having regard to his or her academic attainments, results of examinations and all other relevant circumstances. The School will make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and will make entry to the sixth form conditional upon the results of such examinations and all other relevant circumstances to include, but not limited to School report(s) which indicate high levels of effort and attainment, excellent conduct and a positive attitude to School life, reflected in a notable contribution to curricular and co-curricular activities. Entry to the upper sixth year (National Curriculum Year 13) will be conditional upon sustained high levels of conduct, effort and attainment throughout the lower sixth year (National Curriculum Year 12) as evidenced by internal examinations, reports and ongoing teacher feedback. **However, even where the School has imposed conditions on entry into**

**the lower school, sixth form and/or the study of certain subjects, if you wish to withdraw your child prior to entering the lower school or sixth form, Clause 5(a) applies, and you will either need to give a term's notice of withdrawal or pay fees in lieu of notice.**

- (b) The scope of our duty to exercise reasonable skill and care. While your child remains a pupil of the School, we will exercise reasonable skill and care in the provision of the Services. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for your child while off the School premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of School staff.**
- (c) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- (d) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will:
- (i) take action (for example by contacting the emergency services);
  - (ii) if practicable attempt to obtain your, or if we cannot contact you, any other named emergency contact's, prior consent.
  - (iii) share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
  - (iv) where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- (e) We will give you notice of significant changes. Our website and prospectus (in whatever format or medium) describe the broad principles on which the School is presently run. From time to time, it may be necessary to make changes to any aspects of the School, including to our premises, the curriculum (including its content, structure and the availability of certain subjects), co-curricular activities or to the manner of providing the Services (including staffing and timetabling of those Services), as a matter of course. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. If you wish to withdraw your child from the School before the proposed change is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3(a) or Clause 5(a) above.
- (f) Monitoring your child's progress and needs at the School. We shall monitor your child's progress at the School and produce regular written reports. **We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia, ADHD or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support

may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. **You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Headmaster, the School cannot provide adequately for your child's special educational needs.**

- (g) Religious observance, relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the School shall be conducted in accordance with the School Policies.

## **9. The Parents' Obligations**

- (a) We require your co-operation. In order to fulfil our obligations under this contract, you shall co-operate with the School and School staff in good faith, including by:
- (i) encouraging your child in his or her studies, giving appropriate support at home and ensuring your child attends school;
  - (ii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the Fees for your child);
  - (iii) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld and are shared in a timely and transparent manner;
  - (vi) engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate and benefit from the School's provision of the Services;
  - (v) maintaining a constructive relationship with School staff, acting reasonably, and ensuring that all communications (whether in person, via email, by telephone or otherwise) are not duplicated and are reasonable, polite and appropriate, including in respect of the tone, content, volume and/or nature. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);
  - (vi) acknowledging and respecting the professional decisions of school staff noting that the School will:
    - have an overriding duty to the pupils in its care, including your child. This duty of care to each pupil must always be balanced against the needs of the School community as a whole as well as against the rights and interests of parents; the School may issue a disciplinary sanction against a pupil, following due process and in accordance with the School's policies relating to behaviour and discipline with the expectation that parents will support and uphold any such measure;

- allocate pupils to teaching sets/forms based on their professional judgement and knowledge of each individual pupil within the context of the pupil's peer group: and
  - act with integrity and honesty when predicting or assessing grades, writing references for pupils or engaging with exam requirements and regulations (including in respect of suspected malpractice).
- (vii) respecting the working hours of staff when making contact and while awaiting a response and if requesting a meeting or telephone call, provide as much information as possible so that staff can prepare appropriately and ensure a productive meeting; and
- (viii) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) You must notify us of your child's health/medical conditions or special educational needs. **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the School or which subsequently changes or develops after joining the School, whether underlying, long-term or short-term, including any infections or injuries. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14(a) (ii) below.**
- (d) Circumstances where we may require you to keep your child away from School. The School reserves the right to require your child to remain away from School in the following circumstances:
- (i) due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others); and/or
  - (ii) where a disciplinary matter is being investigated by the School and this related to the conduct of your child (or you) or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from School would be a neutral act during the investigation procedure; and/or
  - (iii) in accordance with Clause 4(g)(i) (i.e. if you do not pay the School Fees in full and on time).

Except in cases under Clause 9(d)(iii), we may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate.

- (e) You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed in relation to your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.
- (f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place, or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School and/or the School's provision of education to your child. In any such circumstances you must promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- (g) We require you to nominate a 'responsible adult' for us to contact in your absence. It is also a condition of your child's joining and remaining at the School that you complete and submit to the School a pupil record form for your child. Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you and who can look after your child in your absence. If at any time during your child's time at the School both of you (or you if you are a sole parent/carer) will be absent from your main residential address for a period of longer than three (3) consecutive school days then you must also inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- (h) Receiving information from you and sharing information with you. You must consult with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9(i) below, you (and each of you) accept that the School is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - (ii) any communication from the School to one of you as having been given to both of you.

**Please note that any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment.** The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out who needs to sign a notice of withdrawal of your child.

- (i) We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (i.e. under any of **Clauses 3(a), 4(c) (iii) or 5(a)**) must be in writing to the Headmaster and signed by each of you as the holders of parental responsibility for your child (and the School is entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).

- (j) *You must notify us of your child's absence from School.* The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by contacting your child's Form Tutor. Wherever possible the School's prior consent should be sought for absence from the School.
- (k) *Raising concerns with the School and making formal complaints.* If you have cause for concern about your child's safety, care, discipline or progress you must inform the School as soon as possible. Complaints should be made in accordance with the Parental Complaints Procedure. A copy of the most up-to-date version of the Parental Complaints Procedure is on the School's website and is also available from the School at any time upon request.

## 10. **Insurance**

*Your responsibility to make your own insurance arrangements.* You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

## 11. **How we may use Personal Information: References, Confidentiality and Data Protection**

- (a) *References for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given about them is fair. However, we cannot be responsible for any loss you are, or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) *Using information relating to your child, and to you, for certain purposes connected with the running of the School.* We may make use of information relating to your child (including photographs and audio-visual recordings), and (where appropriate) relating to you, whilst your child is at the School and after he or she has left for the purposes of:
  - (i) managing relationships between the School and current pupils/parents and fulfilling our obligations, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and
  - (ii) promoting the School to prospective pupils/parents, publicising the School's activities and communicating with the School community and the body of former pupils.

In respect of (ii), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

- (c) *You are required to update us of changes to information held, or in circumstances relating to, you and/or your child.* You must:

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and
  - (ii) inform the School of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.
- (e) Data Protection Law. The School will process personal data about you and your child in accordance with the data protection law, including UK General Data Protection Regulation and the Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data:
- (i) as set out in this Clause 11, and in the School's Privacy Notice which is available on the School's website as may be amended from time to time;
  - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

## **12. Intellectual Property Rights**

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

## **13. Changes in Ownership, etc.**

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will notify you to let you know if we plan to do this and we will ensure that the transfer will not affect your rights under this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of National Curriculum Year 13).

## **14. Ending this Contract**

- (a) Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or Fees to you, if:
- (i) you do not make a payment to us when it is due, and you still do not make payment within fourteen days of us reminding you that such payment is due;
  - (ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of the Services by the School to your child (such as misrepresenting at any point in time that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

- (iii) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a pupil record form;
  - (iv) you fail or refuse to provide us at any time with information we require under Clause 4(l); or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;
  - (v) you (or either of you):
    - (a) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;
    - (b) repeatedly or persistently fail to pay the Fees when they fall due for payment;
    - (c) are otherwise unable to pay your debts as they fall due;
    - (d) are the subject of a bankruptcy petition or order or enter into an individual voluntary arrangement; or
  - (vi) you otherwise breach your obligations under this contract (including under Clause 9) such that we have a legal right to end the contract because of something you have done wrong, or, in the Headmaster's reasonable discretion, the School is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract.
- (b) Your rights to end the contract. In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the School if:
- (i) you have a legal right to end the contract because of something we have done wrong; or
  - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end on settlement of the School's final invoice or at the end of your child's schooling in line with Clause 8(a) above, whichever is later.
- (d) Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

## 15. Events outside of our, or your, control

- (a) What we mean by an "event outside of our/your control". In this Clause 15, "event" means any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination.

- (b) What happens if we are affected by an event outside of **our** control. If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School will give you notice in writing. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (including by providing Education Services remotely, if appropriate), the School will not be responsible for not performing those obligations which are prevented or delayed by the event.
- (c) Events lasting more than 4 months. If the School is prevented from performing all of our obligations as a result of an event (and we are unable to provide Education Services remotely) for a continuous period of more than four (4) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (d) What happens if your child is affected by an event outside of **your** control. Subject to Clause 4(h), (which means that you are not entitled to a refund or reduction in Fees in cases of illness or absence), if your child is wholly and completely unable to receive any of the Education Services (including remotely) due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
  - (i) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of Education Services by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the event; and
  - (iii) if the event continues to prevent your child wholly and completely from attending the School or being able to receive any of the Education Services for more than four (4) months you or the School will be entitled to terminate the contract on written notice and without you being required to give a term's notice or to pay a term's School Fees in lieu of notice.

## **16. Communications between you and the School**

- (a) Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- (c) How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Headmaster and either:
  - (i) sent by email to the School using this email address; admin@solsch.org.uk;

- (ii) delivered by hand or post to the School;

For the avoidance of doubt, notice will be deemed to take effect from the point of receipt by the School.

**In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4(c) (iii), 5(a), 5(b) or 5(d) of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us.**

**17. The Law that applies to this contract and where legal proceedings may be brought**

- (a) *The law that applies to this contract.* The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.
- (b) *Rights in relation to the enforcement of this contract.* If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

**18. Changes to these Terms and Conditions**

*Reserving the right to change these terms and conditions.* We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.